BENGALURU ELECRICITY SUPPLY COMPANY LIMITED

OFFICE OF
The Chief Engineer (Electy), C,O&M,
BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building,
Bengaluru

VOLUME-I

SECTION – ITB (INSTRUCTION TO BIDDERS)

Enq No: CEBRAZ/SEO/AEE-2/Enq No. ET 04 /24-25 dt: 13-08-2024

Providing 135 numbers of temporary gangmen services to the C, O&M, sub-divisions of Kolar circle, BESCOM for a period of six months i.e from the date of 'Contract Award' through an agency.

The details are as follows:

Sl No	Division	Zone 2	Zone 3	Total No of gangmen
01	Kolar	20	10	**30**
02	KGF	21	9	**30**
03	Chikkaballapura	32	7	**39**
04	Chintamani	18	18	**36**
	Kolar circle total	**91**	**44**	**135**

PREAMBLE:

BESCOM is a distribution company covering eight districts of Karnataka having its Corporate Office at K.R Circle, Bengaluru.

SCOPE OF THE WORK

The Chief Engineer, C, O&M, BRAZ, on behalf of the Bengaluru Electricity Supply Company Limited, invites tender through KPPP mode from eligible bidders under local competitive bidding.

The gangmen availed shall discharge the duties as per the instructions of the concerned sub-divisional officers. Necessary instructions/guidance shall be issued by the sub-divisional officer.

1.0 The Chief Engineer (Electy.,), C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru on behalf of Bengaluru Electricity Supply Company Limited, invites tender in two parts (Techno Commercial Bid and Price Bid) through **Karnataka Public Procurement portal (kpppusers@karnataka.gov.in) for 135 numbers of temporary gangmen services to the C, O&M, sub-divisions of Kolar circle, BESCOM for a period of six months from the date of Contract Award through an agency**. Bids not covering the entire specified scope shall be treated as incomplete and rejected.

1	Enquiry No.	CEE/BRAZ/SEE(O)/AEE-2 /Enq No.**ET 04 /24-25 Dt: 13-08-2024**
2	Tender processing fee	**Refer: Karnataka Public Procurement portal (kpppusers@karnataka.gov.in)**
3	Amount put to tender	**Rs. 1,69,93,849/-**
4	Earnest Money Deposit	**Rs. 2,54,908/-**
5	Due date for submission of Bids	**19-09-2024 upto 17:00 Hrs, IST**
6	Pre-bid meeting date	**27-08-2024 @ 11:00 hrs, IST**
7	Last date for submission of queries to email ID cebraz.work@gmail.com	**30-08-2024 upto 17:00 hrs, IST**
8	Last date for furnishing reply to the queries	**05-09-2024**
9	Tender System	Two Cover Tender
10	a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **23-09-2024 @ 11:00 hrs, IST** b) ***Will be opened in Karnataka public procurement portal after completion of techno commercial evaluation. A separate intimation regarding date and time of opening of the price bid will be intimated through email***
11	Name of the Work	Providing 135 numbers of temporary gangmen service to the C, O&M, sub-divisions of Kolar circle, BESCOM for a period of **six months** i.e from the date of

		Contract Award through an agency.
12	General Terms and Conditions	Enclosed
13	Price Bid	The bidder shall quote **only service charges per month per person (exclusive of GST**) NOTE: Breakup prices shall be clearly mentioned in financial status criteria in portal

The quantity may vary, however such changes will be as per the provisions of KTPP Act.

2.0 Tender documents.

The tender documents are available on **Karnataka Public Procurement portal (kpppusers@karnataka.gov.in)** from **17-08-2024 @ 15:00 hrs , IST onwards.**

3.0 Submission of tender documents

All the Tender Documents shall be submitted through Karnataka Public Procurement Portal on or before Last date of bid submission as mentioned in Karnataka Public Procurement Portal.

The techno-commercial bids will be opened on **23-09-2024 @ 11:00 Hrs.** as mentioned in the **Karnataka Public Procurement portal (kpppusers@karnataka.gov.in)**. Date of opening of Price Bids will be intimated and opened in Karnataka Public Procurement portal after completion of techno commercial evaluation.

a) BESCOM reserves the right to accept/reject any/all Tenders, without assigning any reason.

b) The bids shall be valid for **180 days** from the last date of submission of bid

c) If the date of opening of tender happens to be a holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.

4.0 PRICES

The Rates shall be firm and no variation is allowed.

5.0 Variation in statutory payments:

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency. The CEE, BRAZ reserves the right to issue Amendments for such variations.

6.0 Contract period :

The contract period is for **six months from the date of award**. CEE, BRAZ reserves the right to extend the services for further period on the same terms and conditions based on good performance of service by the agency.

7.0 QUALIFYING REQUIREMENTS:-

Technical Criteria:	Documents shall be uploaded
1. The bidder/agency shall be any of the following: a) Company b) Partnership firm c) Proprietorship	**In case of company**: A certificate issued by the registrar of companies as per the companies Act 1956 / 2013. **OR** A certificate of LLP (Limited Liability Pvt ltd) issued by the Ministry of Corporate Affairs, GOI Board resolution copy, Memorandum of Article of Association and valid general power of attorney. **In case of partnership firm**: A certificate issued by the registrar of firms as per the Partnership Act. 1932. Partnership deed and valid general power of attorney. **In case of Proprietorship:** A certificate issued by any Statutory Authority in the state

2. The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' **Nature of business should be Manpower supply.**	'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., **Form 'C'.** Nature of business should be Manpower supply.
3. The bidder/agency's should have service centre/ branch office in Karnataka	service centre / branch office address proof shall be uploaded in their letter head
4. The bidder/ agency should have provided the services of manpower amounting to Rs. **84.97 lakh** (50% of the amount put to tender of Rs. 169.94 lakh) in a single contract order in any one year during **the preceding three years** i.e FY 2021-22 , 2022-23 & 2023-24	The Work Award/contract award/ work entrustment order copy duly mentioning the total amount of award issued by the ESCOMs / KPTCL/ any Govt Organisation "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
5. The bidder/agency should have provided **108 Nos** (80% of 135 =108 Nos) of gangmen service **in a single contract/ work order** to ESCOMs/KPTCL /any Govt organisation in Karnataka to carryout works like Jungle cutting, HT/LT line maintenance works for a minimum **continuous period of six months during any one year in the preceding three years** i.e FY 2021-22 , 2022-23 & 2023-24	The Work Award/contract award/ work entrustment order award issued by the ESCOMs / KPTCL/ any Govt Organisation duly mentioning the No. of manpower services provided "Work Satisfactory Performance Certificate" of the above work award duly signed by the Organization not below the rank of the **Executive Engineer or equivalent cadre officer.**
6. The bidder / agency shall processes the following registration certificates in the name of the firm/ company. ESI registration EPF registration	Original scanned copies of EPF/ESI/PAN/GST Registration certificates **in the name of the agency**

PAN card copy GST registration	
7. The Bidder/agency should not have been black listed by any entity.	Self-declaration in their letter head
8. The Bidder/agency should not have defaulted in providing manpower services and remittance of EPF, ESI, GST etc., and other statutory deductions as per the Labour norms.	Self-declaration in their letter head
9. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Self-declaration Certificate in the said format in their letter head .
A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	
Financial Criteria:	**Documents to be uploaded**
10. The annual turnover **shall be equal to amount put to tender i.e Rs. 169.94 lakh** in any two financial years during the preceding 03 financial years i.e., 2021-22, 2022-23 & 2023-24	The annual turnover certificate issued by the Chartered Accountant / Statutory Auditor Balance sheet and P & L statement of all the 03 years duly certified by the Chartered Accountant / Statutory Auditor
11. The liquid assets as on OR after **02-09-2024** and before the submission of the bid (cash at bank + term deposits + availability of fund based credit facility in any Nationalized / Scheduled commercial bank) **shall not be less than 25% of the amount put to tender (Rs. 42.48 lakh)** duly supported by the bank statement shall	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by a Bank. The availability of fund based credit facility shall be supported by a certificate issued by the

be uploaded.	Nationalized / Scheduled commercial Bank with whom the bidder has the banking facility .

General Conditions:

1. The bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the Karnataka Public procurement portal. Non-submission of the proof of documents shall lead to disqualification.
2. The amount put to tender is inclusive of Minimum wages+VDA+EPF+ESI+ GST+ T&P and safety consumables
3. **The bidder shall quote only the service charges per gangman per month (exclusive of GST)**
4. In case of more than one bidder happens to be L-1, **then L1 bidder will be selected on Lottery system in presence of bidders**

7.0 Even though the bidders meet the above qualifying criteria, as per their statements

they are subject to be disqualified apart from forfeiting Bank guarantee, due to the

following reason:

- ◊ Made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,
- ◊ If not uploaded the details of payments receipts towards payment of EPF, ESI and GST.
- ◊ After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agency award will be cancelled without any notice, apart from initiating legal action at any point of time.
- ◊ If the staff deployed by the agency disobey the instructions of the concerned officer.

- ◊ BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- ◊ The tender not submitted through Karnataka Public Procurement Portal is liable for rejection.
- ◊ The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- ◊ The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- ◊ If the Agency assigns or sub-lets the obligations under the agreement, the contract awarded shall automatically stand cancelled. **No sub-contract is allowed**
- ◊ In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.

8.0 General Instructions:

a. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

b. In the areas where **ESI Act is not covered, the Agency shall obtain insurance cover** for the Workmen's Compensations for such outsourced staff in lieu of ESI.

c. The said agency shall maintain relevant registers and records under the applicable enactments.

d. The agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e.24*7 during the Contract Period.

e. In the event of agreement being extended the agency shall continue to provide outsourced staff on the same terms and conditions of the agreement, as per the KTPP provisions.

f. Quantities noted above are provisional and subject to change as per provisions of KTPP Act.

8.0 Requirement of Personnel with Qualification:-

Following are the requirement of minimum qualification and knowledge.

Sl No	Name of the Manpower	Minimum Qualification required
1.	Gangman	**1. 7th Standard pass** **2. Speaking, reading and writing in Kannada is a must.** **3. Should be within the age group of 18 to 35 years.** **4. Shall be physically fit and mentally sound.**

9.0 As per the GoK Order No. ¹D¸ÀÄE 02 ¸À»ªÀÄ 2022, ¨ÉAUÀ¼ÀÆgÀÄ ¢£ÁAPÀ 28-12-2022, out of the total person engaged as manpower **17% and 7% shall compulsorily belong to SC and ST community respectively**. The list for the same along with caste certificate issued by the competent authority shall be submitted before deploying manpower to work.

10.0 Supervision:-

Agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them.

11.0 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, EPF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the staff's/Personnel under any circumstances.

12.0 Mode of payment:

a) Payment will be arranged at **Zonal office BRAZ**, BESCOM.

b) Agency shall submit the bill in duplicate / e-invoice to Zonal office **within 8th** of the succeeding month along with the attendance extract prepared by agency.

c) The concerned **AEE of sub division** shall certify in the bills for the deputed no. of gangmen have attended regularly and worked satisfactorily. Also certify that, the agency has provided the necessary T&P and safety consumable materials to the gangmen

d) The bill shall be certified from the concerned Zonal office AEE(Ele) and SEE(Ele), duly countersigned by the concerned Zonal office Chief Engineer (Ele), C,O&M BRAZ, BESCOM.

e) 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries **before 15th of the succeeding** month.

f) Before issuing the cheque to the agency, BESCOM should ensure that the agency shall produce bank statement of Staff, as proof for having paid the **previous month salary and EPF/ESI** to the employees of the said contract order.

g) The payment shall be restricted to the number of gangmen service availed during that particular month as certified by the AEE of the sub-divisions in the bills. Further, payment shall be made to its employees through **Bank account only.** Any default in compliance, the agency shall be held responsible.

h) **The Accounts Officer of O&M Zone and AO(I/A), BRAZ** are to ensure the payments are made as per Minimum Wages and also EPF/ESI/Other Taxes to gangmen are paid as per award.

i) The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of gangmen furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned gangmen only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. **Remittance of such amount is wholly the responsibility of the agency.**

13.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to **the Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT park, KSSIDC Building, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru city and in case of any dispute between the contract and the engaged gangmen, BESCOM will not be a party and this has to be settled by the contract himself at his own cost.

14.0 Two cover Tender

Tender should be in **two** parts namely **Part-I: Techno commercial** Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

15.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

a) The bid must clearly indicate the name of the bidder, and the type of **services to be provided.**

b) The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic**/**Scanned** copies in the Karnataka Public Procurement Portal only by the participating Bidders.

16.0 Part II: PRICE PROPOSALS:

The bidder shall quote the **only service charges** per person per month (inclusive of GST) in Karnataka Public Procurement portal (kpppusers@karnataka.gov.in).

17.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of the bids.

18.0 THE BIDDING DOCUMENTS:

CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	a. Section-ITB-Instructions to Bidders
	Volume II - Section-GCC-General Terms and Conditions of Contract
	Techno-commercial sheets
	a.Annexure-1-> Technical deviation b.Annexure-2-> Commercial deviation c. Annexure-3->Sheet for Techno-commercial opening d. Annexure-4-> Qualifying requirement details of bidder (QR). e. Annexure-5 -> Declaration by the bidder

19.0 UNDERSTANDING OF BID DOCUMENTS :

A prospective bidder is expected to examine all instructions, forms, terms and conditions in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

20.0 CLARIFICATIONS ON BID DOCUMENTS :

Any clarifications/ queries regarding PQR or bid documents may please be sent through email ID cebraz.work@gmail.com within the specified time.

21.0 AMENDMENT TO BIDDING DOCUMENT

21.1 At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment.

21.2 The amendment will be notified in Karnataka Public Procurement portal to all prospective Bidders. Owner will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

21.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids as deemed fit.

21.4 Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

22.0 LANGUAGE OF BID

The bid prepared by the Bidder and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the bidder may be written in another language so long as accompanied by an English translation of its

pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

23.0 DOCUMENTS COMPRISING THE BID

23.1 The Bidder shall complete the bid form inclusive of price schedules, technical data requirements etc. furnished in the bidding documents, indicating for the services to be rendered, a brief description of services and prices shall **upload in respective Karnataka Public procurement portal**.

23.2 The bidder shall also upload documentary evidence to establish that the bidder meets the qualification requirements as detailed above and accompanying General Conditions of Contract if any.

24.1 EARNEST MONEY DEPOSIT

24.1 The bidders shall pay an EMD of **Rs. 2,54,908/-** through any of the e-payment modes mentioned in the **Karnataka Public Procurement portal (kpppusers@karnataka.gov.in)**.

24.2 The bid guarantee (EMD) shall be forfeited:

a. If a bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the bid form.

b. In case of a successful bidder, if the bidder fails to sign the contract OR
fails for furnishing the agreement within the prescribed date.

c. In case of a successful bidder, if the bidder fails to furnish the security deposit.

25.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The bidder/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the Karnataka Public Procurement portal using any of the following payment modes:

Credit Card

Direct Debit

National Electronic Fund Transfer (NEFT)

- Earnest Money Deposit paid by the unsuccessful bidders will be returned as soon as possible after the tender has been finalised.
- Earnest Money Deposit of the successful bidder will be refunded after fulfilment of the security deposit Clause.
- The deposit towards EMD shall not carry any interest.
- **Permanent EMD will not be considered**.

26.0 **E-payment modes for Tender Processing Fee**.

The supplier/contract should pay the Tender Fee in the Karnataka Public Procurement portal using any of the following payment modes:

Credit Card

Direct Debit

National Electronic Fund Transfer (NEFT)

27.0 PERIOD OF VALIDITY OF BIDS

26.1 Bids shall remain valid for **180 Days** from the last date of submission. A bid valid for a shorter period will be rejected as non-responsive.

26.2 In exceptional circumstances, owner may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

28.0. FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

29.0 SUBMISSION OF BIDS

FORMAT OF BID

29.1 The bids shall be uploaded in the Karnataka Public Procurement portal, on or before the last date and time of submission of bids.

29.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

29.3 All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the **Karnataka Public Procurement portal (kpppusers@karnataka.gov.in)**

30.0 DEADLINE FOR SUBMISSION OF BIDS

Bids must be uploaded in the Karnataka Public Procurement portal on or before **19-09-2024 upto 15:00 hrs, IST**

Owner may, at its discretion, extend this deadline for the submission of bids by amending the bidding document.

31.0 OPENING OF BIDS

- CEE, BRAZ will open the bids submitted through Karnataka Public procurement portal or in case any extension has been given thereto, on the extended bid opening date and time notified to all the bidders.
- Price bids of technically responsive bidders will be opened in Karnataka Public Procurement portal after completion of techno-commercial evaluation. Separate intimation regarding date of opening of price bid will be intimated.

32.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

33 .0 PRELIMINARY EXAMINATION

- CEE, BRAZ will examine the bids to determine whether they are complete, whether any computational errors have been made, whether all the necessary documents have been properly uploaded and whether the bids are generally in order.

- CEE, BRAZ may waive any minor informality or non-conformity or irregularity in a bid which does not constitute deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

34.0 The techno – commercial evaluation:

For purpose of these clauses, a substantially responsive bid is one, which confirm basically to all the terms and conditions of the Bidding Documents.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Qualifying Requirements.

b) Acceptance for payment terms & confirming to all terms and other commercial conditions.

c) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

35.0 COMPARISON OF PRICE BIDS

The Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Rajajinagar IT Park, KSSIDC Building, Bengaluru will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. The comparison shall be on the basis of total cost for the services, which shall include the GST and also any discounts offered by the Bidder.

The evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, **the lowest bid will be selected for the award of the Contract.**

36.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration. Owner, if necessary, will obtain

clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contacts as may be necessary. bidders will not be permitted to change the substance of the bids after the bids have been opened.

37.0 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically responsive.

38.0 ISSUE OF CONTRACT AWARD:

AWARD CRITERIA

The Chief Engineer, BRAZ will place the LOI and contract award on the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

39.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for owner's action.

40.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

40.0 NOTIFICATION OF AWARD: Prior to the expiration of the period of bid validity and extended validity period, if any, owner will notify the successful bidder by registered post that its bid has been accepted.

41.0 Contract Award

Contract award will be issued by the Chief Engineer (Elec), BRAZ, BESCOM. What ever may be the conditions of sale specified or indicated in the quotations, it is only the conditions indicated in the contract award and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the LOI and contract award if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

42.0 PENALTY:

a. A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration** payable for shortage of gangmen will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of gangmen in the bill.

b. If the agency fails to make payment to the deployed staff within 8th of the succeeding month, penalty will be levied at the rate of **Rs. 500/- per gangman per day up to 15th and still exceeds shall be treated as breach of contract, accordingly contract will be terminated**.

c. The payment shall be calculated as per the actual no. of days attended by the each gangmen and no. of days absent in a month.

43.0 Termination of Contract:

The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the security deposit paid by the bidder will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be **blacklisted for a period of 03 years besides termination of the contract.**
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.

e. If the agency fails to make payment to gangmen within the time specified above under clause 11.0

f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of services provided.

The agency shall provide the following Tools and safety consumable materials to each gangman

Sl NO	**Material**	**Qty in No**
1	Insulated cutting plier 8"	one
2	screw driver 8"	one
3	LT line tester	one
4	Rubber hand gloves	one pair
5	Adjustable screw spanner 8"	one
6	Safety Shoes with 2 pair socks	One pair
7	Safety helmet with rachet	one
8	Tool kit bag (market price)	one

For any enquiries/held with respect to the tender floated in the Karnataka Public Procurement portal the details are as follows:

Supports Timings: (9.00 am to 9.00 pm) Help Desk: 080-68948777, 080 46010000 Or E-mail: support@eprochelpdesk.com

Chief Engineer (Electy.,)
BRAZ , BESCOM.